

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT
OF NEW YORK

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HUMANE CONSUMER LLC,

Civil Action No.
18-cv-5622 (PKC)

Plaintiff,

**REPLY TO
COUNTERCLAIMS**

-against-

**COB ECOMMERCE EMPIRE LLC d\b/a
Keeva Organics, CRAWFORD AND
O'BRIEN LLC, CHARLES CRAWFORD,
MICHAEL O'BRIEN and AMAZON COM, INC.,**

Defendants.

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Plaintiff, Humane Consumer LLC ("Humane"), by its attorney, Paul W. Siegert, as and for its reply to the September 25, 2018 counterclaims of defendant, COB Ecommerce Empire LLC ("COB"), respectfully alleges as follows:

1. Admits that COB purports to make certain claims and seek certain relief in paragraph 1.
2. Denies each and every allegation contained in paragraph 2.
3. Denies each and every allegation contained in paragraph 3.
4. Denies each and every allegation contained in paragraph 4.

5. Admits each and every allegation contained in paragraph 5.
6. Admits that COB purports to make certain claims and seek certain relief under the Lanham Act and common law of New York as alleged in paragraph 6.
7. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph 7.
8. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph 8.
9. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph 9.
10. Neither denies nor admits the allegations contained in paragraph 10 because the language "Products utilized the Keeva Mark" is unintelligible.
11. Denies each and every allegation contained in paragraph 11.
12. Denies each and every allegation contained in paragraph 12.
13. Upon information and belief, admits the allegations contained in paragraph 13.
14. Denies each and every allegation contained in paragraph 14.
15. Denies each and every allegation contained in paragraph 15 and denies knowledge or information sufficient to form a belief as to the allegations regarding the "conversion rate" and "sales".
16. Denies each and every allegation contained in paragraph 16.
17. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph 17.

18. Denies each and every allegation contained in paragraph 18 except admits that COB employed strategies to affect Humane's reviews.

19. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph 19 except admits that Amazon temporarily deleted Humane's reviews.

20. Denies each and every allegation contained in paragraph 20 except admits that "COB engaged a freelancer with a large network of Amazon.com accounts to buy Humane's product" and that Humane was temporarily shut down.

21. Denies each and every allegation contained in paragraph 21 except admits that Humane hired a licensed private investigator to investigate whether Crawford was responsible for attacks.

22. Denies each and every allegation contained in paragraph 22.

23. Denies each and every allegation contained in paragraph 23 except admits, upon information and belief, that COB was suspended from Amazon.com, and denies knowledge or information sufficient to form a belief as to whether COB employed alternate sellers to market its products on Amazon.com.

24. Denies and admits as above the allegations incorporated by reference in paragraph 24.

25. Denies each and every allegation contained in paragraph 25.

26. Denies each and every allegation contained in paragraph 26.

27. Denies each and every allegation contained in paragraph 27.

28. Denies each and every allegation contained in paragraph 28.

29. Denies each and every allegation contained in paragraph 29.

30. Denies each and every allegation contained in paragraph 30.

31. Denies and admits as above the allegations incorporated by reference in paragraph 31.

32. Denies each and every allegation contained in paragraph 32.

33. Denies each and every allegation contained in paragraph 33.

34. Denies each and every allegation contained in paragraph 34.

35. Denies each and every allegation contained in paragraph 35.

36. Denies each and every allegation contained in paragraph 36.

37. Denies each and every allegation contained in paragraph 37.

38. Denies each and every allegation contained in paragraph 38.

39. Denies each and every allegation contained in paragraph 39.

40. Denies and admits as above the allegations incorporated by reference in paragraph 40.

41. Denies each and every allegation contained in paragraph 41.

42. Denies each and every allegation contained in paragraph 42.

43. Denies each and every allegation contained in paragraph 43.

44. Denies each and every allegation contained in paragraph 44.

45. Denies each and every allegation contained in paragraph 45.

46. Denies each and every allegation contained in paragraph 46.

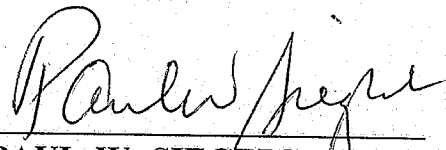
47. Denies and admits as above the allegations incorporated by reference in paragraph 47.

48. Denies each and every allegation contained in paragraph 48.

49. Denies each and every allegation contained in paragraph 49.

WHEREFORE, Humane respectfully requests that this Court dismiss the counterclaims in their entirety and award Humane all of the remedies sought in the Complaint and that such other, further and different relief as to this Court seems just and proper be awarded.

Dated: New York, NY
October 17, 2018


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